



TheCounty
PRINCE EDWARD COUNTY + ONTARIO

**THE CORPORATION OF THE COUNTY OF PRINCE EDWARD
REQUEST FOR PROPOSAL**

Prince Edward County Fire Department New 3000G Tanker Truck

RFP #2017-CSF-78

USE BLUE OR BLACK PEN TO COMPLETE

Name of Company

Address

Postal Code

Telephone Number

Fax Number

Name of Person Signing for Firm

Name of Contact Person

Email Address for Contact Person

Company Web site

Closing January 25th, 2018 at 2:00:00 P.M. Local Time

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Bidders: Mandatory Requirements:

Bidders who have downloaded this document are required to register with The Corporation of the County of Prince Edward Purchasing Clerk, prior to proposal submission, failure to register with the County will result in your proposal being rejected – no exceptions.

In order to register, please send your contact information to the following:

**Patti White, Purchasing Clerk
The Corporation of the County of Prince Edward
by email: pwhite@pecounty.on.ca or
by fax: 613-476-7622**

Please be sure to indicate which tender your firm is registering for i.e. #2017-CSF-78

DEFINITIONS AND INTERPRETATIONS

1. **Purchasing By-Law:**

PROPOSALS will be called, received, evaluated, accepted, and processed in accordance with the MUNICIPALITY'S Purchasing By-law and Procedures (copy available upon request). By submitting a PROPOSAL each PROPONENT agrees to be bound by the terms and conditions & definitions of that By-law and those Procedures and any amendments to them, as fully as if it were reproduced and attached to this RFP. Copies are available by visiting the County's web-site:

www.thecounty.ca/county-government/departmens/purchasing/

2. **Interpretation: The following rules of interpretation apply:**

- a) Each reference to Provincial legislation in this RFP, unless otherwise specified, is a reference to the Revised Statutes of Ontario, 1990 edition, and, in every case, includes all applicable amendments to the legislation, including successor legislation.
- b) The words "shall", and "will" used in this PROPOSAL denote imperative.
- c) The word "and" is an inclusive conjunction, the use of which indicates that all items or phrases in the subsection, article, or list in which it appears are permitted or required, as the case may be. The word "or" is an alternate conjunction, the use of which indicates that alternate or optional items or phrases in the subsection, article or list in which it appears are permitted or required, as the case may be; however, notwithstanding the foregoing, where the context permits, the word "or" may also be an inclusive conjunction having the same meaning as the word "and".

PART A - INSTRUCTIONS TO PROPONENTS

1) CONTRACT/INTENT

The Corporation of the County of Prince Edward invites qualified Proponents to submit proposals for a New Tanker Truck for the County of Prince Edward Fire Department.

This RFP provides detailed information for Proponents who have the necessary qualifications and experience to fulfill the requirements of the RFP. Please read it carefully.

2) PROPOSAL DELIVERY & OPENING

- a) PROPOSALS made on the forms provided must be submitted in a sealed package, clearly marked **2017-CSF-78** and must be submitted to the following address to the attention of the following individual **prior to 2:00:00 p.m., Local Time, January 25th, 2018** (the “deadline for submission”). PROPOSALS must be time-stamped at the above location to be considered. Late submissions will not be accepted and will be returned unopened without exception. The time stated on the time stamp located in the following office shall be the only recognized timepiece for the purpose of this submission.

Clerk's Department
THE CORPORATION OF THE COUNTY OF PRINCE EDWARD
332 Main Street, 2nd Floor
Picton, ON
K0K 2T0

USE RETURN “LABEL” (page) PROVIDED IN THIS TENDER PACKAGE

(Tape or glue it to the front of your submission envelope)

- b) PROPONENTS shall submit one document marked “**original**” and **three (3) additional copies**. **The package must include the signed Proposal sheet and any forms provided in the Request for Proposal document to be completed by the Proponent.**
- c) In the event that the PROPOSAL is too large for an envelope, the PROPOSAL shall be **sealed** in a carton clearly marked with the CONTRACT number and description.
- d) The use of the mail or courier services for delivery of a PROPOSAL will be at the risk of the PROPONENT.

In the event that the PROPOSAL is received by a means other than ‘in person’ and is received past the submission deadline, it will be time stamped and returned unopened by courier.

- e) **Note: Since PROPOSALS must be submitted in a sealed envelope, submissions by facsimile or electronic delivery secure site or otherwise, are not acceptable.**

- f) The MUNICIPALITY shall not be liable for any cost of preparation or presentation of PROPOSALS, and all PROPOSALS and accompanying documents submitted by the PROPONENT become the property of the MUNICIPALITY and will not be returned. There will be no payment to PROPONENTS for work related to and materials supplied in the preparation, presentation and evaluation of any PROPOSAL, nor for the CONTRACT negotiations whether they are successful or unsuccessful.
- g) The MUNICIPALITY, its elected officials, employees and agents shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any PROPONENT, prior or subsequent to, or by reason of the acceptance, or non-acceptance by the MUNICIPALITY of any PROPOSAL, or by reason of any delay in the acceptance of any PROPOSAL.
- h) PROPOSALS will be opened at a public proposal opening meeting 15 minutes following the deadline for submission in the Committee Room, The Corporation of the County of Prince Edward, 332 Main Street, 2nd Floor, Picton, ON and PROPONENTS are invited to attend. Only the names of the PROPONENTS and their compliance status will be read out at the opening. No additional information will be disclosed at that time. Requests for information as disclosed at the public opening shall be in writing, directed to the individual indicated in Part A, item 4 of this RFP.

3) PROPOSAL SUBMISSION

- a) Submission of a PROPOSAL will constitute acceptance of all provisions contained in this RFP on the part of all PROPONENTS.
- b) When submitting a PROPOSAL, PROPONENTS must ensure that all areas of this RFP that require information are completed and submitted in accordance with the instructions, including but not limited to a completed original Schedule of Prices. Failure to do so may result in the incomplete PROPOSAL being rejected.
- c) If a PROPOSAL does not conform in every detail with the Terms of Reference attached to this RFP as Part C, the PROPONENT is required to explain the deviation in the PROPOSAL.
- d) All PROPOSALS must be made upon the Form of Proposal/Agreement to Contract attached to this RFP as Part D.
- e) The PROPOSAL must bear an original signature of an authorized signing officer of the PROPONENT or the PROPOSAL may be rejected. If a joint PROPOSAL is submitted it must be signed by signing officers of each of the joint PROPONENTS.
- f) PROPOSALS which are incomplete, conditional, illegible, or obscure or which contain reservations, erasures, alterations, or irregularities will be declared IMPROPER and may be rejected. PROPOSALS must be legible, written in ink, or by typewriter. PROPOSALS written in pencil will not be considered. In the case of an error in extending the unit prices, the unit price shall determine the quoted price.

- g) None of the conditions contained on the Proponent's standard or general conditions of sale shall be of any effect unless explicitly agreed to by the MUNICIPALITY and specifically referred to on the Contract.
- h) Any erasures or corrections to a PROPOSAL must be initialled or noted by the PROPONENT or the PROPOSAL may be deemed as IMPROPER and may not be considered.

4) INQUIRY

- a) All inquiries regarding this RFP shall be directed, in writing, to the attention of Patti White, Purchasing Clerk fax at: (613) 476-7622 or by email to pwhite@pecounty.on.ca. A fax cover sheet, entitled "Questions for Clarification" is included for the PROPONENT'S convenience.
- b) Any inquiries will be responded to in writing. Any clarification shall not alter the PROPOSAL. Oral arrangements or discussions cannot be relied upon.
- c) **Should a Bidder have any questions or need further clarification, he/she should contact the County representative named in this document. Questions will only be received until 4:00 p.m. on January 18th, 2018, to enable the County to prepare an addendum (if any). Questions received after 4:00 p.m. on January 18th, 2018 may not be acknowledged nor answered.**
- d) If during the period prior to submission of PROPOSALS, the MUNICIPALITY determines, in its sole and unfettered discretion, that part of the PROPOSAL requires formal amendment or clarification, written addenda to this PROPOSAL will be produced and distributed to all known PROPONENTS. In that case, the PROPOSALS shall identify the addenda and indicate how they respond to them. The PROPONENT shall list and attach any addenda that were considered when the PROPOSAL was prepared. Failure to execute and return any and all addenda issued by the MUNICIPALITY will result in the PROPOSAL being deemed as IMPROPER.
- e) PROPONENTS attempting to contact MUNICIPAL staff or elected officials other than the contact indicated in this RFP in subsection a) above, for whatever reason, during the PROPOSAL or evaluation process, are advised that such action may result in their disqualification from the process and removal of their name from the BIDDER'S LIST. If consultation is deemed to be necessary by the MUNICIPALITY, a pre-proposal meeting of all PROPONENTS and MUNICIPAL staff will be arranged at a location of the MUNICIPALITY'S choosing. The MUNICIPALITY reserves the right to change the deadline for submission, if necessary, to accommodate such a meeting.
- f) Although The Corporation of the County of Prince Edward will make every reasonable effort to ensure a PROPONENT receives all addenda issued, it is the PROPONENT'S ultimate responsibility to ensure all addenda have been received.
- g) All references to PROPONENTS include all staff from the proposing organization as well as all Proponents and sub-contractors that the proposing organization may hire to supply the SERVICES.

- g) A proponent may submit a question by fax, and request that the question and answer not be circulated to other consultants. The Corporation of the County of Prince Edward will determine if the question points to an error or shortcoming in the RFP. If that is the case, The Corporation of the County of Prince Edward reserves the right to ignore the consultant's request, and will notify all interested consultants of the error and what corrective action to take. If the information is not critical, but The Corporation of the County of Prince Edward judges it fair to circulate the answer to all proponents, the enquiring proponent will be given the opportunity to withdraw the question. If none of the above conditions exists, and the question reveals a proponent's unique proposal strategy, The Corporation of the County of Prince Edward will honour the consultant's request and respond only to the enquiring proponent.

5) PROPOSAL CONTENT

PROPOSALS will be deemed complete if they include:

- a) A completed title page including the legal name and address of the head office of the PROPONENT. A blank title page is provided as part of this RFP.
- b) A completed and executed Form of Proposal - Agreement to Contract and Schedule of Prices, attached to this RFP as Part D.
- c) Reference list, attached to this RFP as Part D. PROPONENTS must provide three appropriate references, listing completed projects of a similar size and nature, including contact names and telephone numbers.
- d) A detailed information package, clearly identifying each item as outlined in Part C of this RFP.

If any of the above information (items (a) through (d) inclusively) is missing or deficient, the MUNICIPALITY reserves the right, in its sole and unfettered discretion, to request written clarification, or, if substantively remiss, to reject the PROPOSAL in its entirety.

6) PROPOSAL EVALUATION

PROPOSALS will be evaluated on the basis of information provided by the PROPONENT at the time of the submission as well as the previous experience of the PROPONENT in this marketplace.

PROPOSALS will be evaluated by the Fire Chief, representatives of the Municipality and staff members. The evaluation team will compile a "short list", and the County may contact those PROPONENTS for interviews. The MUNICIPALITY may ask PROPONENTS to provide further information or clarification on the contents of their PROPOSAL or may be required to confirm statements on capacity, capability or costs.

PROPOSALS will be evaluated and scored based on the information supplied in accordance with Part C, as well as the following requirements:

- a. PROPOSAL quality: including organization, clarity, completeness, content and presentation;

- b. PROPONENT experience in similar or related projects as well as their experience with government bodies;
- c. The cost effectiveness of each PROPOSAL will be based upon the information supplied in Part C.
- d. Background and proposed staffing experience, is this an area of expertise? Has the proponent indicated similar projects/background?
- e. Project Control/Measurable: does the proponent show significant experience /planning to meet objectives?
- f. Price: was the proposal within budget? Does the criteria justify the price?
- g. Specifications: Were RFP questions answered? Was the challenge in RFP sufficiently addressed?
- h. Quality/Methodology/Creativity: Was this unique, innovative, insightful? Good quality of thinking? Were you impressed with process used?

7) ACCEPTANCE OF TERMS

Each PROPONENT, by submitting a PROPOSAL, represents that the PROPONENT has read, completely understands, and accepts the terms, conditions, and terms of reference of the RFP in full.

PART B – STANDARD TERMS AND CONDITIONS

1) INTENT

- a. The intent of this RFP is to secure one PROPONENT for all SERVICES, for all departments and/or agencies but the MUNICIPALITY reserves the right to choose more than one PROPONENT.

2) ACCEPTANCE

- a) As soon as practicable after opening the PROPOSALS, the MUNICIPALITY will endeavour to act upon them. The acceptance of a PROPOSAL will be notice in writing signed by a duly authorized representative of the MUNICIPALITY, and no other act of the MUNICIPALITY shall constitute the acceptance of a PROPOSAL. Acceptance of a PROPOSAL by the MUNICIPALITY shall bind the PROPONENT to execute the CONTRACT.
- b) The CONTRACT shall consist of and have priority in the following order:
 - i) The contract for services
 - ii) the RFP;
 - iii) and the Proponent's PROPOSAL.
- c) The above mentioned documents will be interpreted in precedential order as they are named above regardless of the chronological order in which they are issued or executed. This means, in effect, that if there is a discrepancy between a term in the MUNICIPALITY'S Contract for Services and a term in the chosen PROPOSAL, the term in the Contract for Services prevail to the extent of the discrepancy.
- d) The MUNICIPALITY may accept a PROPOSAL in whole or in part, whether the TOTAL ACQUISITION COST be the lowest or not, and may reject any or all PROPOSALS. There shall be no requirement of this RFP, implied or otherwise, that the PROPOSAL representing the lowest TOTAL ACQUISITION COST will be selected or preferred. The RFP process is used as a means of evaluating a number of criteria (one of which is TOTAL ACQUISITION COST). PROPONENTS must submit their PROPOSALS in accordance with all items identified in Part A, Part B, Part C and Part D of this RFP.
- e) The MUNICIPALITY reserves the right to award by items, groups of items, parts of items or parts of groups of items, or all items of the PROPOSAL, and to award CONTRACTS to one or more PROPONENTS; to accept or reject any PROPOSAL in whole or in part; to waive irregularities and omissions in the MUNICIPALITY'S sole and unfettered discretion, if in so doing, the best interests of the MUNICIPALITY will be served. No liability shall accrue to the MUNICIPALITY for its decision in this regard.
- f) Should the MUNICIPALITY receive only one (1) PROPOSAL on commodities/ services that have a known multiple source potential, the right is reserved to recall or cancel the competition.
- g) All PROPOSALS shall be irrevocable for one hundred and twenty (120) days following the deadline for submission to allow sufficient time for evaluation of the PROPOSALS and for the investigation of the PROPONENTS.

- h) Upon acceptance of a PROPOSAL, (or any part of it), by the MUNICIPALITY, the successful PROPONENT shall, if requested by the MUNICIPALITY to do so, execute and enter into an additional formal contract that is satisfactory to the MUNICIPALITY, to properly secure the CONTRACT resulting from the acceptance of a PROPOSAL (or any part of it) and to embody indemnity and related provisions that in the opinion of the MUNICIPALITY are required to protect the MUNICIPALITY. If at any time the MUNICIPALITY, in its sole and unfettered discretion, decides that satisfactory terms and conditions cannot be realized with a successful PROPONENT, the MUNICIPALITY reserves the right to enter into negotiations and finalize a CONTRACT with an alternative PROPONENT or revise and reissue this RFP or cancel this RFP. If the MUNICIPALITY exercises such right, the successful PROPONENT has no legal claim or recourse against the MUNICIPALITY, its elected officials, employees and agents for any expenses, costs, loss or damages incurred or suffered.
- i) No PROPOSAL shall be accepted from any person or PROPONENT who, has a claim or has instituted a legal proceeding against the MUNICIPALITY or against whom the MUNICIPALITY has a claim or has instituted a legal proceeding, without the prior approval of the MUNICIPAL Council. This applies whether the legal proceeding is related or unrelated to the subject matter of this RFP.

3) PROPONENT ELIGIBILITY

- a) PROPONENTS must meet the MUNICIPALITY'S requirements for experience. The MUNICIPALITY will disqualify any PROPONENT who cannot provide the following, when requested by the MUNICIPALITY:
 - i. proof that they have previously held and satisfactorily completed a contract of the size and type being proposed; or
 - ii. proof of employment in the type of service being proposed and written references as to their satisfactory performance; or
 - iii. adequately demonstrate that they have the ability to provide the necessary expertise and resources to satisfactorily complete the CONTRACT.
 - iv. evidence of sufficient professional liability insurance.
- b) The MUNICIPALITY reserves the right to investigate and evaluate the experience, capability, registration and financial position of any PROPONENT prior to an award of a CONTRACT. The MUNICIPALITY reserves the right to reject any PROPONENT OR PROPOSAL based on the information obtained.

This PROPOSAL is made by the PROPONENT without any connection, knowledge, comparison of figures or arrangement with any other person or persons making a PROPOSAL for the same SERVICES, and is in all respects fair and without collusion or fraud.

4) ASSIGNMENT

- a) The PROPONENT shall not assign the CONTRACT (or any portion of it) without the prior written consent of the MUNICIPALITY.

- b) It is understood and agreed that the PROPONENT will be an independent SUPPLIER and that all services will be performed by the employees or agents of the PROPONENT. Sub-contracting agreements made by the PROPONENT will not release the PROPONENT from any obligation to the MUNICIPALITY with respect to the performance of the CONTRACT. Joint or consortium PROPOSALS must have one prime PROPONENT who will be responsible for overall project success, provide one point of contact and a single billing point. The MUNICIPALITY shall not be responsible for payment to the Proponent's partners, sub-contractors or suppliers in the event the prime PROPONENT defaults on its responsibilities. The prime PROPONENT must communicate such to its partners, sub-Contractor and suppliers. The prime PROPONENT must also provide the MUNICIPALITY with a written statement outlining function components that the sub-Contractor(s) will be offering. The MUNICIPALITY must grant prior written approval, in its sole and unfettered discretion, for any assignment and all sub-Contractors.

5) INDEMNIFICATION

- a) The PROPONENT agrees that it will continuously save, keep harmless and fully indemnify the MUNICIPALITY, its elected officials, employees and agents and its successors and assigns, from and against all actions, claims, and demands whatsoever which may be brought against or made upon the MUNICIPALITY and the PROPONENT also agrees that it will continuously save, keep harmless and fully indemnify the MUNICIPALITY, its elected officials, employees and agents and its successors and assigns, against all types of losses, liabilities, claims, costs or expenses which the MUNICIPALITY may incur resulting from or arising out of the Consultant's failure to exercise reasonable care, skill or diligence in their performance or rendering of any SERVICES or SERVICES to be performed or rendered by the PROPONENT, pursuant to the CONTRACT.
- b) The PROPONENT shall indemnify the MUNICIPALITY from all claims arising out of unpaid accounts relating to the CONTRACT. The MUNICIPALITY shall have the right at any time to require satisfactory evidence that the SERVICES (or any part of it) in respect of which any payment has been made or is to be made by the MUNICIPALITY is free of and clear of construction or other liens, attachments, claims, and demands, charges or other encumbrances.

6) CHARACTER OF WORKERS

- a) The reference to "workers" refers to workers of the PROPONENT and its sub-Contractor's (if any), and includes Corporate Officers.
- b) The PROPONENT agrees to employ only orderly, competent, and skilful workers. Whenever the MUNICIPALITY informs the PROPONENT in writing that any worker is, in its sole and unfettered opinion, incompetent, unfaithful or disorderly, the PROPONENT will ensure that the worker in question is removed from the work and shall not be further employed on the CONTRACT without the MUNICIPALITY'S written consent.

7) PROJECT SITE WORKING CONDITIONS

It is the PROPONENT'S responsibility to investigate the project site and the nature of the work and inform itself, before bidding, of all the physical and working conditions and administrative practices applicable.

8) PATENTS AND COPYRIGHTS

- a) The PROPONENT shall, at its sole expense, defend all claims, actions or proceedings against the MUNICIPALITY based on any allegations that the SERVICES (or any part of it) constitutes an infringement of any patent, copyright or other proprietary right, and shall pay to the MUNICIPALITY all costs, damages, charges and expenses, including its lawyers' fees on a solicitor and his own client basis occasioned to the MUNICIPALITY in this regard.
- b) The PROPONENT shall pay all royalties and patent license fees required for the SERVICES.
- c) If the SERVICES (or any part of it) is in any action or proceeding held to constitute an infringement of any patent, copyright or other proprietary right, the PROPONENT shall either secure for the MUNICIPALITY the right to continue using the SERVICES or shall, at the Proponent's sole expense, replace the infringing SERVICES with non-infringing SERVICES or modify it so that the SERVICES no longer infringes.

9) ERRORS AND OMISSIONS OF THE PROPONENT

Errors, mistakes, or omissions made by the PROPONENT, its agents, employees, or workmen shall be rectified by the PROPONENT at its sole expense.

10) QUANTITIES

- a) Unless otherwise specified in this RFP, quantities shown are approximate and furnished without liability on behalf of the MUNICIPALITY. They are supplied as a basis for comparison only.
- b) Unless otherwise stated, payment will be by the unit complete at the PROPOSAL price on the actual quantities deemed acceptable by the MUNICIPALITY.

11) TERMS OF PAYMENT

- a) Unless alternate payment terms are specified in the Terms of Reference attached to this RFP as Part C, the MUNICIPALITY will accept billing for 100 percent of the actual value of each element of the SERVICES provided or performed in each month and accepted by the MUNICIPALITY. Invoices will be payable by the MUNICIPALITY 30 days after they are received. Where required by the Construction Lien Act, appropriate monies may be held back until 45 days after successful provision of the SERVICES or completion of the SERVICES, as the case may be.
- b) Payments made by the MUNICIPALITY, including final payment, shall not relieve the PROPONENT from its obligations or liabilities under the CONTRACT.

- c) Acceptance by the PROPONENT of the final payment shall constitute a waiver of claims by the PROPONENT against the MUNICIPALITY, except those previously made in writing in accordance with the CONTRACT and still unsettled.
- d) The MUNICIPALITY shall have the right to withhold from any sum otherwise payable to the PROPONENT any amount sufficient to remedy any defect or deficiency in the SERVICES, pending correction of the deficiencies or any amount sufficient to satisfy any claim the MUNICIPALITY has against the PROPONENT resulting from a previous CONTRACT, a legal proceeding or unpaid accounts, including property or business taxes.

12) UNPAID ACCOUNTS

The PROPONENT must indemnify the MUNICIPALITY from all claims arising out of unpaid accounts relating to the SERVICES and/or SERVICES. The MUNICIPALITY shall have the right at any time to require satisfactory evidence that the SERVICES in respect of which any payment has been made or is to be made by the MUNICIPALITY is free of and clear of construction or other liens, attachments, claims, and demands, charges or other encumbrances.

13) CHANGES IN THE SERVICES OR SERVICES

The MUNICIPALITY may, without invalidating the CONTRACT, direct the PROPONENT to make changes to the SERVICES. When a change causes an increase or decrease in the SERVICES, the CONTRACT price shall be increased or decreased by the applicable unit price, or in the absence of applicable unit prices, by an amount to be agreed upon in writing between the MUNICIPALITY and PROPONENT. All changes must be in writing.

14) NON-PERFORMANCE

- a) The MUNICIPALITY reserves the right to determine, in its sole and unfettered discretion; non-performance of the CONTRACT, including the level of quality of SERVICES provided and further reserves the right to cancel any or all of the CONTRACT if the PROPONENT fails to correct deficiencies upon thirty (30) days written notice. The MUNICIPALITY'S evaluation and determination in this regard shall be final and not reviewable by any court or tribunal.
- b) In the event that the PROPONENT fails or neglects to comply with any condition set out in the CONTRACT, the CONTRACT may be unconditionally cancelled by the MUNICIPALITY without notice.
- c) The MUNICIPALITY reserves the right to remove from the BIDDERS' LIST (disqualify), for an indeterminate period (minimum two (2) years), the name of any PROPONENT for breach of the terms and conditions of this RFP or for unsatisfactory performance of the CONTRACT. This disqualification will apply to the terminated PROPONENT as the Bidder or PROPONENT on future quotations, tenders or requests for proposal or as a sub-trade to a Bidder or PROPONENT on future competitions (quotations, tenders, or proposals) issued by the MUNICIPALITY. The MUNICIPALITY also reserves the right to publish the names

of all disqualified PROPONENTS in any future quotation, tender or requests for proposal.

15) PRICING (TERM OF AGREEMENT)

- a) Prices proposed must include all incidental costs and the PROPONENT must be satisfied as to the full requirements of the RFP. No claims for extra work or SERVICES will be entertained and any additional SERVICES must be authorized in writing prior to commencement. Should the PROPONENT require more information or clarification on any point, it must be obtained prior to the submission of the PROPOSAL.
- b) Should any additional or any variation of any tax or duty, imposed by the Government of Canada or Province of Ontario become directly applicable to any SERVICES, prior to delivery or completion of the SERVICES, the appropriate increase or decrease in the price of the SERVICES, shall be made to compensate for the change as of the effective date.
- c) The PROPONENT shall be responsible for the collection and remittance of all applicable taxes, and agrees to hold the MUNICIPALITY harmless in this regard.
- d) All prices bid must be in Canadian funds and shall include currently applicable customs duty, excise tax, freight, insurance and all other charges of every kind attributable to the SERVICES save and except the Harmonized Sales Tax where applicable.
- e) The unit price prevails in cases of discrepancies between unit prices and extensions. The MUNICIPALITY will make all necessary corrections to any PROPOSAL that is in error through addition or extension; the corrected value prevailing, and all PROPONENTS shall be bound by such corrections.

16) UNIT PRICES

Bid prices shall be F.O.B. delivered to Picton, Ont. Unit prices shall be firm and shall include all federal excise tax, duty, freight and shall be subject to Harmonized Sales Tax. Applicable taxes shall be shown separately in the spaces provided on the Proposal form.

17) DISCLOSURE

- a) Total bid prices will only be made available if provided to the MUNICIPALITY'S Council in a public report.
- b) Submissions of PROPOSALS as a result of this RFP are in accordance with the *Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)*.
- c) Release of information contained in the PROPOSAL may be requested by anyone under the *MFIPPA* unless they contain either a trade secret or information that if disclosed would result in harm to the PROPONENT. This would include scientific, technical, financial or labour relations information.
- d) All requests for information must be made in writing and submitted to the MUNICIPALITY'S Clerk.

- e) To prevent the release of information the PROPONENT must state that the PROPOSAL is submitted in confidence and indicate the nature of the confidential information and what harm would result from the release.

18) WITHDRAWAL OR QUALIFYING OF PROPOSALS

- a) If, after submission of a PROPOSAL, a PROPONENT receives an addenda issued by the MUNICIPALITY, AND the addenda content does NOT alter the original submission of that PROPOSAL, the PROPONENT shall sign the addenda and deliver it to the CLERK'S DEPARTMENT. The addenda shall be in a sealed envelope, which clearly identifies the contents of it. The envelope shall include the following information: Proponent's name (or company name under which the original PROPOSAL was submitted), the appropriate competition document reference and the addenda number.
- b) If after submission of a PROPOSAL, a PROPONENT receives an addenda issued by the MUNICIPALITY, and the information contained in the addenda DOES alter the original submission of the PROPONENT, the PROPONENT shall 'withdraw' its previous submission in accordance with the withdrawal procedures outline below.
- c) A PROPONENT who has already submitted a PROPOSAL may submit a further PROPOSAL at any time up to the deadline for submission. The last PROPOSAL received shall supersede and invalidate all PROPOSALS previously submitted by that PROPONENT for this RFP.
- d) A PROPONENT who has submitted a PROPOSAL may request that its PROPOSAL be withdrawn. (Adjustments or corrections to a PROPOSAL submitted will not be allowed). The withdrawal shall be allowed if the request is made before the deadline for submission. Withdrawal requests must be directed to the MUNICIPALITY'S CLERK'S DEPARTMENT by letter, fax, email or in person. Telephone requests will not be considered. Withdrawals will be handled in accordance with the MUNICIPALITY'S Purchasing By-law.

19) CONTRACT CANCELLATION

- a) The MUNICIPALITY shall have the right to cancel any uncompleted or unperformed portion of the SERVICES or part of them. In the event of such cancellation, the MUNICIPALITY and the PROPONENT shall negotiate a settlement.
- b) The MUNICIPALITY shall not be liable to the PROPONENT for loss of anticipated profit on the cancelled portion or portions of the CONTRACT. In the event that the PROPONENT fails or neglects to comply with any condition outlined in the CONTRACT, the CONTRACT may be unconditionally cancelled by the MUNICIPALITY without notice.

20) LAWS AND REGULATIONS

The PROPONENT shall comply with relevant federal, provincial and municipal statutes, regulations and by-laws pertaining to the CONTRACT and its performance. The PROPONENT shall be responsible for ensuring similar compliance by its suppliers and sub-contractors. The CONTRACT shall be governed and interpreted in accordance with the laws of the Province of Ontario.

21) DEFAULT BY PROPONENT

- a) If the PROPONENT: commits any act of bankruptcy; or if a receiver is appointed on account of its insolvency or in respect of any of its property; or if the PROPONENT makes a general assignment for the benefit of its creditors; then, in any such case, the MUNICIPALITY may, without notice, terminate the CONTRACT.
- b) If the PROPONENT: fails to comply with any request, instruction or order of the MUNICIPALITY; or fails to pay its account; or fails to comply with or persistently disregard statutes, regulations, by-laws or directives of relevant authorities related to the SERVICES; or fails to prosecute the SERVICES with skill and diligence; or purports to assign or sublet the CONTRACT or a portion of it without the MUNICIPALITY'S written consent; or refuses to correct defective SERVICES; or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the CONTRACT; then, in any such case, the MUNICIPALITY may, upon expiration of ten days from the date of written notice to the PROPONENT, terminate the CONTRACT.
- c) Any termination of the CONTRACT by the MUNICIPALITY, as mentioned in b) above, shall be without prejudice to any other rights or remedies the MUNICIPALITY may have.
- d) If the MUNICIPALITY terminates the CONTRACT, it is entitled to:
 - i) withhold any further payment to the PROPONENT until the completion of the SERVICES or SERVICES and the expiry of all obligations under the CONTRACT; and
 - ii) recover from the PROPONENT any loss, damage and expense incurred by the MUNICIPALITY by reason of the Proponent's default (which may be deducted from any monies due or becoming due to the PROPONENT).

22) SAMPLES

Samples when required must be submitted strictly in accordance with the instructions. If samples are requested after opening of PROPOSALS, they shall be delivered within three (3) working days following request, unless additional time is granted. Samples must be submitted free of charge and will be returned at the Proponent's expense, if so requested, provided they have not been destroyed by tests, or provided they are not required for comparison purposes.

The acceptance of samples by the MUNICIPALITY shall be at its sole discretion and any such acceptance shall in no way be construed to imply relief of the PROPONENT from its obligations under the CONTRACT.

23) DECLARATIONS

- a) I/We declare that no person, firm or corporation other than the one whose signature or the signature of whose proper officers is or are attached to this RFP, has any interest in this PROPOSAL or in the CONTRACT.
- b) I/We further declare that this PROPOSAL is made without any connection, knowledge, comparison of figures or arrangement with any other PROPONENT,

firm or person making a similar PROPOSAL and is in all respects fair and without collusion or fraud.

- c) I/We further declare that no MUNICIPALITY employee, or member of Council (or their families) is, or will become interested directly or indirectly as a contracting party or otherwise in or in the performance of the CONTRACT or in the supplies, work or business to which it relates or in any portion of the profits of it, or of any such supplies to be used therein or any of the monies to be derived from it.
- d) I/We further declare that the statements contained in the PROPOSAL are in all respects true.
- e) I/We further declare that I/We have examined the locality and site(s) of the proposed SERVICES, as well as all the terms of reference relating to them, prepared, submitted and rendered available on behalf of the MUNICIPALITY and are hereby acknowledged to be an integral part of the CONTRACT. I/We hereby propose and offer to enter into the CONTRACT on the terms and conditions and under the provisions set forth in the PROPOSAL, and to accept in full payment for it the sums calculated in accordance with the actual measured quantities and unit prices attached to this PROPOSAL.
- f) I/We agree that this PROPOSAL is an offer which is to continue open for acceptance until the placing in the mail or delivery to the address given in this PROPOSAL of a notice of award, which shall constitute formation of the CONTRACT, or for 120 days following the PROPOSAL closing date, whichever occurs first, and that the MUNICIPALITY may at any time within that period, and without notice, accept this PROPOSAL whether any other PROPOSAL had been previously accepted or not.

24) ERRORS, OMISSIONS IN THE MUNICIPALITY DOCUMENTS

The MUNICIPALITY shall not be held liable for any errors or omissions in any part of this RFP. While the MUNICIPALITY has used considerable effort to ensure an accurate representation of information in this RFP, the information contained in the RFP is supplied solely as a guideline for PROPONENTS. The information is not guaranteed or warranted to be accurate by the MUNICIPALITY, nor is it necessarily comprehensive or exhaustive.

25) MULTIPLE PROPOSALS

The RFP outlines minimum or base requirements only. The PROPONENT is free to offer alternative methodology. Each ALTERNATIVE must comply with the intent of this RFP and be complete in all respects, with point by point responses to all relevant sections, including pricing and schedules.

For comparison purposes, each PROPONENT shall submit a complete response that meets the base requirements. PROPOSALS that do not address the base requirements shall be rejected.

Multiple PROPOSALS from any one PROPONENT will be acceptable provided the following conditions are met:

- each PROPOSAL must be packaged separately.

- each PROPOSAL shall be dealt with separately and shall be subject to the requirements of the RFP.

26) INSURANCE REQUIREMENTS AT TIME OF CONTRACT EXECUTION

General Liability Insurance

The Owner/Contractor will obtain and maintain in full force and effect during the term of this contract, Professional liability insurance acceptable to the County in an amount of not less than two million dollars (\$2,000,000.00) per occurrence in respect of the services provided pursuant to this contract.

The insurance policy shall:

- (a) include as an additional insured “The Corporation of the County of Prince Edward” in respect of and during the provision of services by the Owner/Contractor pursuant to this contract;
- (b) Provide to the County, 30 days prior notice of any alteration, cancellation or change in policy terms which reduces coverage.

Workplace Safety & Insurance Board

The successful Proponent shall furnish a WSIB Clearance Certificate indicating their WSIB firm number, account number and that their account is in good standing. This form must be furnished prior to commencement of work. The successful Proponent further agrees to maintain their WSIB account in good standing throughout the contract period.

- a) Clearance certificates should be renewed every ninety (90) days during the term of the Contract.
- b) If the successful Proponent is a self-employed individual, partner or executive officer who does not pay WSIB premium and is recognized by WSIB as an “independent operator” a letter from WSIB acknowledging independent contractor status and confirming that WSIB coverage is not required must be provided to the County prior to commencement of work.

Health and Safety

The Consultant shall perform all work in compliance with the Occupational Health and Safety Act of Ontario.

The Supplier awarded the contract will complete the County of Prince Edward Contractor Accountability Health and Safety forms.

Accessibility

In accordance with Ontario Regulation 429/07, Accessibility Standards for Customer Service every provider of goods and services shall ensure that every person who deals with a member of the public or participates in the developing of the County’s policies, practices and procedures governing the provision of goods and services to members of the public, shall be trained as follows:

1. How to interact and communicate with persons with various types of disability
2. How to interact with persons with disabilities who use assistive devices or require the assistance of a guide animal, or a support person

3. How to use equipment that is available on the premises that may help in the provision of goods or services.
4. What to do if a person with a particular type of disability is having difficulty accessing the provider's goods or services
5. Information on the policies, practices and procedures governing the provision of goods and services to people with disabilities

<http://www.mcass.gov.on.ca/mcass/serve-ability/splash.html>



Accessibility for Ontarians with Disabilities Act (AODA)
Accessible Customer Service Training

Company Name: _____

I acknowledge that all staff employed by _____ who may undertake any duties and interact with any persons with disabilities, in the course of this company's contractual obligations with The County of Prince Edward, have reviewed a *Service Ontario video/ on-line training course* outlining the Accessibility for Ontarians with Disabilities Act (AODA) regulations.

As a principle of the contractor employed by The County of Prince Edward, I understand the municipality's requirements to comply with the Customer Service Standard. I will ensure that all future staff hired to assist with this company's contractual obligations will receive similar training as soon as they are hired, to meet these ongoing requirements.

Name: _____

Signature: _____

Date: _____

TO BE SIGNED AND INCLUDED WITH RFP SUBMISSION

PART C - TERMS OF REFERENCE, SPECIFICATIONS, DELIVERABLES

1.0 Introduction

The Corporation of the County of Prince Edward or "The County" is a thriving island community located approximately 2 ½ hours east of Toronto.

The County is a single tier municipality of over 392 full and part time employees that serve approximately 25,000 permanent residents and over 500,000 summer visitors.

2.0 Purpose

It is the intent of the Prince Edward County Fire Department to purchase a new Tanker Truck.

Preference will be given to a stock unit that complies with our basic requirements and is available for quick delivery to the department.

This apparatus should comply with all relevant and current NFPA, ULC, CSA, CMVSS and Ontario Ministry of Transportation regulations and standards.

3.0 Description of Services:

The attached apparatus specifications are considered minimum design and construction standards against which the apparatus will be inspected. It is the intent to receive proposals on apparatus meeting the attached specifications. Any proposal being submitted, without full compliance with these specifications, shall so state on a detailed "Letter of Exceptions" listing the areas of non-compliance. Additions of features not specifically identified, but included in the quote, will be weighted against final cost.

Drawings

A CAD produced line drawing of the exact apparatus being proposed must be furnished with the bid. Drawings must include left side, right side, and rear view of the apparatus.

Product Brochures

Please include all truck and equipment brochures available with the proposal.

Completion Date

Bidders shall indicate in their proposals the number of calendar days for delivery of the completed apparatus, from the date of bid acceptance by the Municipality.

Warranty

State warranty terms in detail on all warranty items.

Design Requirements

All aspects of the vehicle shall be properly engineered with priority given to firefighter safety, as well as ease of operation and maintenance of the apparatus.

Liquidated Damages

In the event of delay of delivery provided in Part D – Schedule of Items and Prices, the Successful Bidder shall pay the County liquidated damages in the amount of \$100.00 per day when the Vehicle is required for operations. It is expressly agreed that the liquidated damages expressed in this Article are a genuine pre-estimate of the damages the County will incur and are not a penalty. The Successful Bidder covenants and agrees that it shall diligently, continuously, effectively and expeditiously perform the Work to minimize the damages suffered or incurred by the County.

Requirements

This specification lists only the major details of each unit, therefore it is the supplier's responsibility to deliver fully equipped vehicles with compatible components to provide dependable, efficient service. Vehicles shall meet or surpass the mandatory requirements of the Canadian Motor Safety Regulations (SOR 70-487) amended, and bear the national safety mark.

****Alternative bids for Demo trucks meeting all of the specifications listed will also be considered. Demo trucks must be no older than 1 year, and have less than 10,000 km.**

Bids may be a combination of new and used (demo) vehicles. Please copy the response forms provided as required, and clearly state exactly what is being offered for consideration.

4.0 Selection Criteria, Proposal Evaluation

Representatives of the Municipality and the Fire Chief and certain members of his staff may evaluate the proposals.

Evaluation Criteria

Evaluation will be based on, but not limited to:

- Price (please provide total price and break down of major components
(In Canadian dollars delivered to Prince Edward County)
- Warranty
- Parts and Warranty Service
- Delivery Date
- Pre-build and pre-delivery programs
- Plant visitation
- Specifications and descriptive literature
- Payment terms
- Design

The Municipality will review all proposal submissions and will consider overall completeness and suitability of the responses.

The Municipality reserves the right to:

- provide additional information
- modify submissions in areas considered to be deficient
- address specific requirements not accurately covered in their initial submission
- substitute components where the Municipality considers that an alternative may be more suitable

- purchase an “already built” apparatus at specialty pricing if said apparatus meets the basic criteria of the fire department

Certificates of Compliance

Please include copies of all certificates stating your company is certified and qualified to build this apparatus. This shall include workers insurance certificate of compliance (WSIB).

Basic Requirements are as follows:

Specifications	Comments/Details	Yes	No
2-door Freightliner commercial cab and chassis Tandem axle with lockable axles Rear air suspension Chrome front bumper With Cummins engine with HP increased to 380 or more			
Seating for 2 fire fighters			
Truck should be air conditioned			
Allison Automatic transmission			
Tanker body aluminum construction, design to incorporate maximum compartment space ,and allowance to carry a 3000 gallon folding portable water tank (to be included) Storage for porta tank and hard suction hoses enclosed Upper hose bed for hose storage Hose bed cover to be mesh type 1 4” valved suction port for portable pump terminated in LH compartment with female 4” cam lock fitting 1 Rear direct tank fill fireman’s friends to be 4” stortz			
Hard suction hose storage with 2 lengths of suction hose to be included			
3000 IG gallon water tank Tank water level gauge to be class 1 with main gauge at rear of apparatus and mini remote gauge mounted inside LH compartment for portable pump			
Manual dump valve Stainless steel low profile swivel			

telescoping dump to allow unloading from rear or either side of truck			
All relevant discharges and intakes to have Ontario compliant threads			
Amdor rollup doors			
LED warning light package and compartment lighting Warning lights and siren to be Whelen Rear back up camera			
6 scene lights 2 on right and 2 on left and 2 on rear (Whelen 900 series or equivalent)			
Red in colour			
All season tires. aluminum wheels Wheel wells to have liners			
An auxiliary "on board" air compressor to maintain brake pressure and battery maintainer { Kussmaul 1200 }			
Assorted shelves and roll out trays capable of holding 20hp CET pump			
Allowance for up to \$ 500 for lettering on the truck should be included in proposal			
1 year bumper to bumper warranty, 10 year paint warranty, 10 year cab structural warranty			
Supplier to have mobile service capabilities to perform warranty work at Prince Edward County Fire Dept. Suppliers must have in-house service capabilities (no third party service suppliers). Service technicians must be Ontario licensed heavy truck and coach mechanics and be EVT certified			
Vehicle is to be delivered under its own power to the fire hall in Picton, Ontario at which time a full orientation on the proper operations and upkeep of the vehicle will be provided to Prince Edward County Fire Department Staff			
Provision should be included in your proposal for 2 representatives from the fire department to perform a final inspection of the truck at the manufacturing facility prior to delivery			
5.0 Proposal Submission and Format			

Submission package should include the following documentation:

- Complete set of specifications of the truck
- Drawing of the truck
- Photos of the truck if available
- Copies of all relevant warranty documents
- Product literature on truck being proposed
- History of the manufacturer and dealer
- References from 3 customers using a similar truck
- Outline of service capabilities of the supplier
- Delivery schedule for the truck being proposed
- Part D of Request for Proposal

**PART D - FORM OF PROPOSAL
AGREEMENT TO CONTRACT AND SCHEDULE OF PRICES**

CONTRACT NUMBER: **RFP #2017-CSF-78**
PROJECT TITLE: **Prince Edward County Fire Department New 3000G Tanker Truck**
SUBMITTED TO: THE CORPORATION OF THE COUNTY OF PRINCE EDWARD

I/We, _____
(Company Name)

of _____
(Business Address)

having examined the RFP including all information to PROPONENTS, general terms and conditions, terms of reference, appendices and terms of reference as issued by THE CORPORATION OF THE COUNTY OF PRINCE EDWARD and including **Addenda number ___ to ___** and having visited the Project Site, hereby offer and agree to enter into a Contract to supply the SERVICES required by this RFP at the costs detailed in the Schedule of Prices below.

The undersigned offers to complete and supply the SERVICES in accordance with the instructions to PROPONENTS, terms, conditions, terms of reference, and appendices in the Request for Proposal RFP#2017-CSF-78 for the price(s) shown on the Schedule of Prices attached to it. Furthermore, it is certified that the undersigned is/are authorized and empowered to sign and submit this PROPOSAL.

Price for completed unit	
F.O.B. County of Prince Edward Fire Department	\$ _____
HST	\$ _____
Total	\$ _____

Delivery Date: _____

PART D - FORM OF PROPOSAL
AGREEMENT TO CONTRACT AND SCHEDULE OF PRICES – continued

This PROPOSAL is irrevocable and is to continue open to acceptance by the MUNICIPALITY for a period of one hundred and twenty (120) calendar days after the date and time set for submission of the PROPOSAL.

Furthermore, it is certified that the undersigned is/are authorized and empowered to sign and submit this PROPOSAL.

Company: _____
(Name)

(Street Address or Postal Box Number)

(MUNICIPALITY, Province, and Postal Code)

Signature: _____
(I have the authority to bind the corporation)

Print Name and Title: _____

Dated at _____ this _____ day of _____, 2018

The Corporation of the County of Prince Edward
332 Main Street, Prince Edward County,
Picton, ON K0K 2T0
(MUNICIPALITY, Province, and Postal Code)

Signature: _____
(I have the authority to bind the corporation)
Robert L. Quaiff, Mayor:

Dated at _____ this _____ day of _____, 2018

Signature: _____
(I have the authority to bind the corporation)
Kim White, Clerk:

Dated at _____ this _____ day of _____, 2018

THIS DOCUMENT MUST BE SIGNED AND SUBMITTED TO BE A VALID OFFER OR THE PROPOSAL WILL BE REJECTED.

PART D - REFERENCE INFORMATION

PROPONENTS are required to provide three (3) references listing contracts similar to the project described in this RFP and undertaken within the past three (3) years.

- 1) NAME (Company/Government Agency) _____
Contract Description _____
Contact Person _____
Phone Number () _____ Fax Number: _____
Email Address (if available): _____
Value of Contract \$ _____

- 2) NAME (Company/Government Agency) _____
Contract Description _____
Contact Person _____
Phone Number () _____ Fax Number: _____
Email Address (if available): _____
Value of Contract \$ _____

- 3) NAME (Company/Government Agency) _____
Contract Description _____
Contact Person _____
Phone Number () _____ Fax Number: _____
Email Address (if available): _____
Value of Contract \$ _____

The MUNICIPALITY reserves the right to check additional references and sources to those supplied by the PROPONENT.

Company/PROPONENT

Authorized Signature

NOTE: THIS DOCUMENT MUST BE COMPLETED AND WILL FORM A PART OF THE SELECTION PROCESS

(Glue or Tape to outside of Submission Envelope)

TO:
Clerk's Office
The Corporation of the County of Prince Edward
332 Main Street
Picton, ON K0K 2T0

<u>Submitted By</u> <u>(Insert company</u> <u>Name)</u>	<u>2017-CSF-78 NEW 3000G TANKER TRUCK</u>	
<u>OFFICE USE ONLY</u>		
<u>Clerk's Office:</u> 2nd Floor Date/Time: Received By: (Name of Staff)		
<u>IF LATE – NAME AND</u> <u>SIGNATURE OF</u> <u>PERSON DELIVERING</u>	(Print Name)	(Signature)